

**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**

**REQUEST FOR PROPOSALS**  
**RFP# 04-09-LD**

**FOR**

**DESIGN, BUILD AND IMPLEMENTATION OF A**  
**DISCHARGE MONITORING REPORT SYSTEM**

**NOTICE**

**MONTIOR THE PROCUREMENT AT THE Eva WEB SITE,  
[WWW.EVA.STATE.VA.US](http://WWW.EVA.STATE.VA.US) AND DEQ WEB SITE,  
[WWW.DEQ.STATE.VA.US](http://WWW.DEQ.STATE.VA.US) TO STAY ABREAST OF ANY  
CHANGES OR ADDITIONAL INFORMATION.**

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# REQUEST FOR PROPOSALS

Issue Date: November 12, 2004  
04-09-LD

RFP#

Title: Services for the Design, Build and Implementation of  
a Discharge Monitoring Report System

Commodity Code: 91526  
Electronic Data Interchange Services

Issuing Agency: Commonwealth of Virginia  
Department of Environmental Quality  
629 East Main Street  
Richmond, Virginia 23219

Using Agency And/Or  
Location Where Work  
Will Be Performed: Statewide

Period of Contract: From award date through completion

Sealed Proposals Will Be Received Until 2:00 PM on December 9, 2004 for Furnishing The Services  
Described Herein.

Inquiries For Information Should Be Directed To: **Leatha Dickerson, Fax #804-698-4178**  
E-mail: [lbickerson@deq.state.va.us](mailto:lbickerson@deq.state.va.us)

No questions will be answered by phone. All questions are to be addressed to the attention of Leatha Dickerson at the above email address or fax number. Should any changes to specifications and/or responses to questions require an addendum they will be posted on the web-sites listed on the previous cover page. It is the responsibility of the Offeror to download any addendum.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN  
ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO SAME ADDRESS.**

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And  
Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services  
In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent  
Negotiation.

Name And Address Of Firm:

\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
\_\_\_\_\_

Name:

(Signature In Ink)

\_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_

Title:

(Please Print)

FEI/FIN NO: \_\_\_\_\_  
( ) \_\_\_\_\_

Phone:

E-Mail: \_\_\_\_\_  
( ) \_\_\_\_\_

Fax:

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the designing, building, and implementation of an electronic Discharge Monitoring Report (e-DMR) solution to be delivered to the Commonwealth of Virginia Department of Environmental Quality (VADEQ).

## **II. BACKGROUND**

Section 402 of the Clean Water Act established the National Pollutant Discharge Elimination System to limit pollutant discharges into streams, rivers, and bays. In the Commonwealth of Virginia, VADEQ administers this program as the Virginia Pollutant Discharge Elimination System (VPDES). Any facility that will be discharging water containing pollutants of any kind into any of Virginia's state waters, which consists of 17 river basins, a major estuary, and the Chesapeake Bay, are required to have a VPDES permit. These permits are granted to the facilities by VADEQ and stipulate what the acceptable limits are for each type of pollutant being discharged. Though VADEQ requires permits for all point source discharges to surface waters, the US Environmental Protection Agency (EPA) maintains authority to review applications and permits for "major" dischargers, a distinction based on discharge quantity and content.

**Discharge monitoring data is used by VADEQ to monitor VPDES permit compliance. The VPDES permit is the principal regulatory tool for controlling the pollutants discharged to the state's waters. Data on the quality and quantity of the pollutants discharged is supplied to VADEQ by the permittee in either a monthly, quarterly, semi-annual, or an annual discharge monitoring report (DMR). This method of handling DMR'S is cumbersome, consumes a great amount of time, and introduces many opportunities for errors. It was because of these issues that the regulated community of VPDES water permit holders lobbied the previous administration to allow them to submit DMRs electronically through the VADEQ web site.**

One of the major hurdles in implementing online DMRs is the requirement that an authorized representative of the facility must sign each submission. The VADEQ Office of Information Systems (OIS) received an EPA grant in late 1999 to fund the proof of concept for digitally signed electronic DMRs. To try and address the identity authentication issue, OIS initially began work on the concept of electronic DMR submittals using personal identification number (PIN) technology. This was halted because Virginia did not have a law allowing electronic signatures in lieu of written signatures. Since that

time, the Commonwealth of Virginia has enacted the Uniform Electronic Transactions Act (UETA) that empowers each state agency to “specify the type of electronic signature required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of, or criteria that must be met by, any third party used by a person filing a document to facilitate the process.”

After the UETA was enacted, OIS resumed its analysis on the feasibility of electronic DMR's but this time it focused on integrating online forms technology with electronic signature capability based on public key infrastructure (PKI) technology as an option to PIN-based technology. The move towards PKI was mainly due to the EPA proposed Cross-Media Electronic Reporting Rule (CROMERR), which lays out a software and hardware infrastructure that EPA must approve before the state begins accepting compliance reports electronically. The high security and identity authentication standards set forth by CROMERR could be met with PKI technology and its capability to provide encrypted electronic signature certificates that can be attached to any data transmission but the cost was much greater than other forms of electronic signatures. Due to the high cost of implementing a PKI solution, VADEQ is considering other options. This tied with the fact that a PIN-based solution used in conjunction with a user password has been shown to meet both the standards of CROMERR and standup in a court of law further reduces the likelihood that VADEQ will be implementing a PKI-based solution.

### **DEQ'S CURRENT PROCESS – Discharge Monitoring Report Process**

The DMR process is made of four inter-related pieces: the permit approval process, the reporting process, the compliance/auditing process, and the Comprehensive Environmental Database System (CEDS). The activity that takes place in each of these areas ensures that the current DMR process, though cumbersome, is successful.

#### **1. Permit Approval Process**

Before a facility that will be discharging pollutants into any of Virginia's waters may legally operate, they must apply for and be granted a water permit through the VADEQ. The facility submits a permit application to VADEQ which includes a list of pollutants that they intend on releasing into the water as well as the number of and location of discharge points, also known as outfalls, that it intends to have. Once this request is received by VADEQ, a permit writer will draft a permit and determine the effluent limits for each outfall. The effluent limits specify the acceptable levels, or limits, per outfall for each pollutant that the facility is allowed to discharge without penalty and the frequency (monthly, annually, semi-annually, etc.) that the discharges must be reported. The effluent limits,

besides being listed in the permit, are listed as DMR parameters in the DMR that is generated once the permit data is entered into CEDS. The DMR parameters are specified per outfall because a separate DMR needs to be submitted for each distinct outfall. Once the permit has been approved, the permit writer will send the permit package, which includes the facility's permit and paper copies of the necessary DMRs, via United States Postal Service (USPS) mail to the permitted facility. DMRs are sent to the facility with each new permit issuance, reissuance, modification, or if the parameters of acceptable pollutant levels changes during a permit cycle. Each permit cycle, or length of time that permit is valid, is usually five years.

## **2. Reporting Process**

Upon receipt of the water permit package from VADEQ, the facility must then begin the process of reporting its water pollutant discharge levels in the frequency specified on the permit. Because the facility only receives one paper copy of each DMR form, a photocopy must be made each time a monitoring report is to be filled out. Once copies of the blank DMR forms have been made, the facility then begins manually filling out a DMR for each regulated outfall. The completed DMRs, which must be submitted by the 10<sup>th</sup> of each month, are mailed via USPS mail to the facility's respective regional VADEQ office.

## **3. Compliance/Auditing Process**

Completed DMRs are received at the regional offices and date stamped. This date stamp is important because all submissions received in the regional offices after the 15<sup>th</sup> of each month, unless postmarked by the 10<sup>th</sup> of the month, constitutes a violation for the submitting facility. The regional staff then logs into the DMR module in CEDS and enters the permit number associated with the reporting facility. This brings up a screen that displays discharge parameters for the specified outfall as well as the limits assigned to each pollutant being reported for that outfall. The discharge data is entered into the appropriate fields on the screen and then the regional staff repeats the data entry process for each of the submitted DMR's for that facility. The monthly target date for DMR data entry completion is the 25<sup>th</sup> of each month. Once the regions complete the data entry process, OIS staff runs the CEDS compliance utility which calculates any violations based on the reported data.

## **4. Comprehensive Environmental Database System**

CEDS was developed and implemented by VADEQ. It is an Oracle-based system with centralized redundant databases. This system integrated the permitting, compliance, enforcement, and environmental monitoring

functions within the Air, Waste, and Water media. It is designed to serve as the primary, centralized data storage repository for environmental data collected by VADEQ. Across all media CEDS has data on over 50,000 facilities of varying sizes that are discharging pollutants of any kind in the state of Virginia. Of those facilities, approximately 1,200 submit DMRs to VADEQ.

In reference to the DMR process, CEDS has three important areas: the permit tables, the DMR reporting tables, and the compliance utility.

- Permit Tables
  - Stores data entered by the permit writers
  - Stores data used to generate DMR parameters that are printed on paper forms and displayed on the DMR data entry screen in CEDS
  - This data is spread across multiple tables
- DMR Reporting Tables
  - Tables are populated on the 2<sup>nd</sup> of each month with permit number, outfall number, DMR due date, and discharge parameters
  - Stores data used to display parameters on DMR screen once permit number is keyed
  - Stores data entered by VADEQ regional staff
  - This data is stored in two tables: DMR\_Header and DMR\_Details
- Compliance Utility
  - OIS runs the compliance utility once regional staff has keyed all the DMR data submitted. The target run date is the 25<sup>th</sup> of each month. The compliance utility validates entered DMR data and determines any violations

**Note(s)**

**See Attachment A for diagram of the current VADEQ discharge monitoring report process**

**III. STATEMENT OF NEEDS - (this solicitation)**

- The headings, captions, and arrangements used in this Request for Proposal, unless specified otherwise, are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this solicitation, or to affect the meaning thereof.
- All bidders must have successfully designed and implemented, or played a substantial role in the implementation of, at least two (2) state-based or federal-based electronic environmental data submission systems. VADEQ will have the sole discretion to decide what constitutes successful and substantial.



**A. ELECTRONIC DISCHARGE MONITORING REPORTING (e-DMR) SYSTEM**

**A-01. APPLICATION SOFTWARE**

**The Bidder shall submit a proposal that includes a provision for the following option in relation to the application software for the e-DMR solution.**

**1. Design, build, and implement new e-DMR application software:**

The Contractor shall provide VADEQ with a new application solution that meets the requirements outlined in this RFP. The new e-DMR application software shall be subject to and have successfully passed VADEQ acceptance testing prior to its production implementation. The Contractor shall provide a Data Conversion Plan and a System Migration Plan, both of which are subject to VADEQ approval. The Contractor shall be responsible for following the approved Data Conversion Plan to transfer the data from the facilities into CEDS throughout the entire System Migration Lifecycle. The Contractor shall be responsible for following the approved System Migration Plan to facilitate and coordinate the implementation and operation of the new e-DMR solution.

The e-DMR application provided by the Contractor must meet the following requirements:

- a. Meet the standards of the proposed CROMERRR especially in regard to identity authentication and electronic signatures
- b. Provide user and security management
- c. Provide workflow and document tracking functionality
- d. Allow multiple reporting methods (i.e. online web data entry, offline data entry)
- e. Allow regulated facility to upload data, in specified formats (e.g. XML, xls, csv), in addition to having the option for direct data entry
- f. Allow regulated facility to save submissions in multiple formats (e.g. XML, pdf, doc, xls) on their local machines
- g. Provide capability for VADEQ to convert submitted data into XML format

- h. Provide capability to seamlessly integrate with CEDS in regards to data transfer
- i. Provide capability for VADEQ to transmit data using XML schemas approved for use in the EPA's Central Data Exchange (CDX)
- j. Allow for scalability and integration with other potential future electronic data collection applications (e.g. online permitting, Tier II reporting, ICIS)

#### **A-02. APPLICATION HARDWARE**

**(The term hardware is used to refer to the application server, database server, modem server, CEDS server, telecommunications server, and web server, NOT user desktop PC's, or user laptops.)**

The Contractor shall be responsible for providing VADEQ with a set of possible hardware configuration options prior to developing a System Migration Plan. VADEQ shall be responsible for selecting a configuration option based on current infrastructure and future hardware implementations. The Contractor shall be responsible for integrating the hardware configuration decided upon by VADEQ into the System Migration Plan, which shall be subject to VADEQ approval.

#### **A-03. DATA RETENTION AND STORAGE**

1. The Contractor shall be responsible for ensuring that the e-DMR solution has the capability to store all report submissions in an easily retrievable format, preferably XML.
2. The Contractor shall be responsible for ensuring that the e-DMR solution developed for VADEQ:
  - a) Generates and maintains accurate and complete copies of records and documents in a form that does not allow alteration of the record without detection;
  - b) Ensures that records are not altered throughout the records' retention period, which shall be determined by VADEQ;
  - c) Produces accurate and complete copies of an electronic record and render these copies readily available, in both human readable and electronic form, throughout the entire retention period;

- d) Uses secure, computer-generated, time-stamped audit trails to automatically record the date and time of operator entries and actions that create, modify, or delete electronic records;
  - e) Ensures that records are searchable and retrievable for reference and secondary uses, including inspections, audits, legal proceedings, third party disclosures, as required by predicate regulations, throughout the entire retention period;
  - f) Archives electronic records in an electronic form that preserves the context, metadata, and audit trail; and
  - g) Ensures that any record containing an electronic signature meets the authentication and security standards of CROMER.
3. The Contractor shall be responsible for assisting VADEQ in the forecasting of current and future data storage capacity needs.

#### **A-04. COMMUNICATION NETWORK**

VADEQ shall be responsible for the setup and maintenance of the communication network that will be used by the facilities to access the e-DMR solution.

#### **A-05. SECURITY**

- 1. The Contractor shall be responsible for ensuring that the e-DMR solution has a method for authenticating and managing all users who attempt access. This can either be via PIN, password, or a combination of the two.
- 2. The Contractor shall be responsible for ensuring that the e-DMR solution has the capability to integrate e-signature technology. VADEQ will be responsible for identifying the technology to be used and sharing this information with the Contractor. The Contractor shall be responsible for incorporating the specified e-signature technology into the System Migration Plan, which shall be subject to VADEQ approval.
- 3. VADEQ shall be responsible for ensuring that the network connections and any applicable web servers used to access the e-DMR solution are secured via the proper industry standard protocols.

#### **A-06. NETWORK MANAGEMENT**

VADEQ shall be responsible for implementing and maintaining network monitoring tools to ensure the security and integrity of any network transmissions related to the e-DMR solution. The monitoring tools shall be running 24 hours a day / 7 days a week unless otherwise specified by VADEQ.

#### **A-07. SYSTEM MANAGEMENT**

The Contractor shall be responsible for providing a list of viable performance and testing tools that shall be used to determine the performance of the e-DMR solution. The viability and acceptability of the tools shall be determined solely by VADEQ and a third-party evaluation group.

#### **A-08. PROJECT MANAGEMENT**

The Contractor shall be responsible for providing a Project Manager for the duration of the project implementation lifecycle. The Project Manager shall:

- 1. Provide VADEQ with a detailed Project Plan that shall include a Data Conversion Plan, a System Migration Plan, a Project Timeline, and a methodology for Project Status Reporting.**
- 2. Coordinate and lead regular team meetings that shall include representation from VADEQ and the Contractor's project implementation team.**
- 3. Provide VADEQ with a list of all resources assigned to the project implementation and the tasks that have been assigned to them from the Project Plan.**
- 4. Maintain a regularly scheduled presence at the VADEQ headquarters located in Richmond, Virginia. The frequency and timing of each on-site visit by the Project Manager shall be approved by VADEQ.**
- 5. Work with the VADEQ Project Manager to ensure that there is constant communication between the Contractor and VADEQ in regards to the project implementation and any issues that may arise.**

#### **A-09. SOFTWARE UPGRADES AND ENHANCEMENTS**

- 1. The Contractor shall be responsible for the development and implementation of modifications required for migration to new versions of application platform hardware or software.**

- a. The Contractor shall be responsible for ensuring that a version of the e-DMR application that is supported on subsequent versions of the initial operating system(s) can be delivered, at the request of VADEQ, within six (06) months of the production release of the new operating system version. The modified application(s) must pass user acceptance testing, as specified by VADEQ, prior to its production implementation.
  - b. The Contractor shall be responsible for ensuring that a version of the e-DMR application that is supported on subsequent versions of the initial database can be delivered, at the request of VADEQ, within six (06) months of the production release of the new database server version. The modified application(s) must pass user acceptance testing, as specified by VADEQ, prior to its production implementation.
2. The Contractor shall be responsible for notifying VADEQ at least three (03) months in advance of any upcoming releases of upgrades and patches to the e-DMR application and provide an implementation schedule for each such release. The Contractor shall be responsible for assisting VADEQ, if necessary, in performing the system upgrades and patches as per the schedule agreement and ensuring that the e-DMR application operates within normal parameters after the system upgrades and patches have been applied. If, after the system upgrades and patches have been applied, the e-DMR application fails to operate within normal parameters, the Contractor shall be responsible for resolving any issues. If the issues cannot be resolved, within a timeframe to be specified by VADEQ, the Contractor shall be responsible for restoring the e-DMR application to its state prior to the system upgrades and patches.
3. The Contractor shall be responsible for making any necessary e-DMR application software modifications to successfully integrate any additional DMR related modules that VADEQ needs in order to meet any new or existing state regulations. If applicable, the Contractor is also responsible for making any hardware configuration suggestions necessary to allow the successful integration of any additional e-DMR system related modules.

#### **A-10. CHANGE MANAGEMENT**

**The Contractor shall be responsible for providing a detailed change management procedure that will be followed in the event that any software, hardware, or database configuration changes need to be made to the production e-DMR application software. The proposed change management procedure shall be subject to VADEQ approval and shall be open for amendments if it is deemed unsatisfactory by any party at any time during the term of the contract.**

## **A-11. MAINTENANCE AND SUPPORT**

1. The Contractor shall be responsible for providing person-to-person Help Desk support for the e-DMR application software during the principal hours of operation. Those hours are:
  - Monday – Friday: 8am Eastern Time to 6pm Eastern Time
2. The Contractor shall guarantee a documented response to any Help Desk call made during the principal hours of operation within thirty (30) minutes and a resolution within two (02) hours of the response.
3. The Contractor shall guarantee a documented response to any Help Desk call made during the off-peak hours within one hour of the beginning of the start of the next principal hours of operation window and a resolution within two (02) hours of the response.
4. If applicable, the Contractor shall be responsible for providing on-site support if a resolution to an issue related to the e-DMR application could not be provided via the Help Desk.
5. The Contractor shall be responsible for troubleshooting and resolving all issues dealing with the e-DMR application software. VADEQ shall be responsible for troubleshooting and resolving any issues dealing with the communications network or CEDS database issues.
6. The Contractor shall provide VADEQ with a standing call escalation process that contains emergency contact numbers for issues with the e-DMR application.
7. The Contractor shall provide VADEQ with an Account Manager whose responsibility it shall be to ensure that VADEQ receives professional and courteous assistance in the resolution of any matter that is unable to be addressed or reconciled by the Contractor supplied Help Desk.

## **A-12. PROFESSIONAL SERVICES**

The Contractor shall provide VADEQ with software development and technical assistance to be used within the timeframe of the initial e-DMR application implementation. This Contractor provided assistance shall not be based on total number of hours but shall be provided as needed during the project implementation. Both the Contractor and VADEQ shall agree upon the cost of this service prior to the project initiation.

1. The Contractor shall notify, and receive approval from, VADEQ prior to performing any service that would necessitate the use of professional service hours deemed outside the scope of the e-DMR project.

2. Professional service hours shall NOT be charged to VADEQ for: system implementation, management of system implementation, system migration, management of system migration, data conversion, management of data conversion, system maintenance, management of system maintenance, system upgrades, or management of system upgrades.
3. The Contractor shall provide a summary of professional service hours usage which includes number of hours used and reason(s) for using hours.

#### **A-13. DISASTER RECOVERY**

VADEQ shall be responsible for establishing and providing a documented disaster recovery plan and shall also be responsible for performing on-going tests of the plan according to the following schedule and documenting the test results.

- Every three (03) months – Component Recovery Testing
- Every twelve (12) months – Comprehensive Recovery Testing

#### **A-14. SOURCE CODE MANAGEMENT**

The Contractor shall place any e-DMR application source code that has been written specifically for use at VADEQ in escrow so it is available to VADEQ for use in any Virginia area DMR collection program upon contract failure, termination or breakage.

1. All files, records and data collected, stored, generated, maintained or transmitted during the performance of the e-DMR application, or as part of the contract resulting from this RFP, are the property of VADEQ and shall be relinquished immediately upon request or cancellation or termination of the contract.
2. The Contractor shall have no rights to any such files, records or data and related performance of the e-DMR application, or as part of the contract resulting from this RFP.
3. Upon contract termination, the Contractor shall cooperate with VADEQ to ensure that all files, records, data and reports collected, stored, generated, maintained or transmitted during the performance of the e-DMR applications, or as part of the contract resulting from this RFP, and all equipment, of which VADEQ is the rightful owner, remain intact during their transfer into the possession of VADEQ or its assignee.

#### **A-15. OUTREACH MANAGEMENT**

1. The Contractor shall be responsible for assisting VADEQ in the training of VADEQ staff and members of the regulated community who will be accessing the e-DMR application.
2. The Contractor shall be responsible for assisting VADEQ with outreach initiatives in regards to the e-DMR solution.

## **B. MODULE INTEGRATION**

The potential exists in the near future for VADEQ to expand its electronic environmental data reporting capability to beyond just DMR's. In order to be prepared for this event, the Contractor must provide a solution that can easily be integrated with or expanded to allow the expanded reporting collection requirements. This will increase the return on investment of the e-DMR solution as well as add value to the regulated facilities by giving them a single point of entry that enables them to submit multi-media environmental data to VADEQ. Below are some of the initiatives that VADEQ is currently working on or will be working on within the next 12 months. **The Bidder must provide a description detailing the feasibility and methodology of integrating the proposed e-DMR solution with each of the following modules.** Any information regarding electronic environmental data collection modules not listed below that the Bidder has experience implementing may be included as well.

### **B-01. Integrated Compliance Information System (ICIS)**

The EPA is currently in the process of modernizing its current permit and compliance data collection system into a new Integrated Compliance Information System (ICIS). Once complete, this system will support the information needs of the National Enforcement and Compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program. ICIS will integrate data that is currently located in more than a dozen separate data systems. The Web-based system will eventually enable individuals from states, communities, facilities, and EPA to access integrated enforcement and compliance data from any desktop connected to the Internet. EPA's ability to target the most critical environmental problems will improve as the system integrates data from all media. The importance of this data to the EPA makes it very critical that VADEQ is able to submit quality and timely data to ICIS once the system becomes available.

### **B-02. Online Permitting**



In an effort to help meet the state of Virginia's initiative to create a more "user-friendly" and accessible government image, VADEQ is looking to reduce the paperwork burden on both the general public and VADEQ employees by seeking to web-enable certain key processes. One of those processes is the area of permitting. Businesses may have to obtain a permit from the state to construct and operate a facility if it will produce pollution, has the potential to be hazardous, involves dredging or filling of waterways or includes surface water or ground water withdrawal. The permit is an agreement that binds the owners to design requirements and the operators to performance procedures and standards. By bringing this process to the web, it increases the accessibility to necessary permitting information and decreases the amount of time that a business has to wait on permit approval which allows them to use their time more efficiently.

### **B-03. Tier II Hazardous Material Inventory**

Another area in which VADEQ could see some significant benefit from online submissions would be in the collection of data for the Tier II Hazardous Material Inventory. Tier II reports are submitted annually by approximately 3500 facilities in the state of Virginia. At this time the Tier II reports are underutilized by locality and state emergency planners and respondents because it is currently only available as hardcopy reports. The need for readily accessible and useful Tier II information to prepare for and respond to potential terrorist threats on industries with hazardous and toxic materials is not being met. Likewise, the lack of electronic Tier II information makes VADEQ less effective in environmental protection and increases the risk of its tracked facilities being a target for terrorism. The state of Virginia has 110 Local Emergency Planning Committees (LEPC) and from the Virginia Department of Emergency Management (VADEM), 13 regional Hazardous Material Response Teams, that serve the 135 local jurisdictions and work with the Tier II information on a daily basis. At this time, only about 35% of the LEPC offices and a few regional Hazardous Materials teams have the Tier II reports readily available and accessible from the field. The limited availability of the information in electronic format and the inefficient flow of the information are causes for concern and are handicapping the localities and limiting their ability to conduct effective Homeland Security Planning.

## **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

### **A. GENERAL REQUIREMENTS:**

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to the RFP. One (1) original and six (6) copies of each proposal must be submitted to the issuing State agency. The offeror shall make no other distribution of the proposals.
2. Proposal Preparation:

- a. An authorized representative of the offeror shall sign proposals. All information requested must be submitted. Failure to submit all information requested by result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Purchasing Agency may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal shall contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 11-52D of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitutes trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal
  - g. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.
  - h. All offerors who submit a proposal shall be financially responsible.
- 3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing State agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

B. **SPECIFIC PROPOSAL REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. **Return Attachment B** identifying all proprietary information. (Note: Price cannot be declared proprietary, and neither can the entire proposal; therefore, do not place a confidential/proprietary statement at the beginning of the proposal that would apply to all pages, and do not place on every page. Also, do not copyright your proposal.)

3. Provide a letter of introduction. The contents of this letter must include the official name and address of the contractor submitting the proposal, and the name, address and telephone number of the person(s) who will be authorized to act on behalf of the offeror and bind the offeror to all commitments made in the proposal and negotiations. Briefly identify the benefits to the Commonwealth of using your firm's services instead of another firm's services – why contracting your firm's services would be the “best buy” for Virginia.
4. A written narrative statement describing the offeror's qualifications and experience to include:
  - a. Experience in providing the services, such as conducting business process improvement evaluations for state or local governments and the private sector.
  - b. Approach to providing the service
  - c. Names, qualifications and experience of personnel to be assigned to the project.
5. Specific plans for providing the proposed services including:
  - a. A detailed description of the steps involved in designing, building and implementing an electronic Discharge Monitoring Report System.
  - b. Offeror to show how they will provide the required services. Include an explanation as to any planned use of sub-contractors.
6. The offeror must submit the following two sets of data for small, women-owned and minority-owned business:
  - a. Utilization of small, women-owned and minority-owned businesses for the most recent 12 months.
  - b. Planned involvement of small, women-owned and minority-owned businesses in the performance of the contract. (The formats for submission of this data are included as Attachment B herein).
  - c. Proposed Price. Indicate in the pricing schedule section of the RFP.

**V. EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION PROCESS:** All proposals will be reviewed and evaluated by an Evaluation Committee. “Best Value” concepts will be used for the evaluation and award. “Best Value”, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs. The Commonwealth will consider award to other than the lowest

priced offeror or other than the highest technically acceptable offeror. The committee will recommend the proposal(s) which most closely meet the requirements of the Commonwealth.

B. **EVALUATION CRITERIA:** Proposals shall be evaluated by the Purchasing Agency using the following criteria:

	<u>POINT</u>
<u>VALUE</u>	
1. Qualifications and experience of offerors, including specific experience in providing the services, such as design, build and implementation of like systems for state or local governments and the private sector.	25
2. References from other clients documenting the experience of primary contact. (See Attachment D)	
3. Specific implementation plan or methodology to perform services.	25
4. Participation of small, women-owned and minority-owned businesses, and planned utilization of same in the performance of this contract. (See Attachment C)	5
5. Price	
<b>Total</b>	<b>100</b>

C. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be conducted with each offeror so selected, the Purchasing Agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Purchasing Agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be the most advantageous (Section 11-65D, *Code of Virginia*). Should the Purchasing Agency determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. **REPORTING AND DELIVERY REQUIREMENTS:**

A. **REPORT ON THE PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES:**

1. **Final Actual Involvement Report:** The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses

owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e. small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: (Small, Women-Owned or Minority-Owned)

FIRM NAME, ADDRESS, AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
<b>TOTALS FOR BUSINESS CLASS</b>				

#### **VII. PREPROPOSAL CONFERENCE:**

A pre-proposal conference will not be conducted.

#### **VIII. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the

Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs** (Insert wording below appropriate to the solicitation type as indicated):
1. (For Invitation For Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
  2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.



J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be

requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems

necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the offeror clearly indicates in its (bid/proposal) that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard

commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting aggregate	\$1,000,000 per occurrence, \$3,000,000
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors aggregate	\$1,000,000 per occurrence, \$3,000,000

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance

Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 -

\$1,925,000,

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

## **IX. SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Department of Environmental Quality will be used in product literature or advertising. The contractor shall not state in any of its advertising or product

literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

- B. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **AWARD**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- E. **BEST AND FINAL OFFER (BAFO)**: At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

F. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.



Contractor Name: \_\_\_\_\_ Subcontractor  
Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

- G. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Due Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
IFB No./RFP No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
IFB/RFP Title

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- H. **PROPOSAL ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and

attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- J. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- K. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS**: The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- (AMS)
- a. Submit a fully executed American Management Systems, Inc., Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
  - b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page information to [eva-catalog-manager@dgs.state.va.us](mailto:eva-catalog-manager@dgs.state.va.us).

- L. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- M. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to expiration.

**X. METHOD OF PAYMENT:**

- A. The Contractor will be paid within thirty days of acceptable invoices in accordance with the negotiated and agreed upon invoicing schedule. Invoicing schedule may consist of payments being made on a task completion basis. The final payment schedule will be included in the contract award documents. The invoice(s) shall reference the Contract and/or Purchase order number, fully describe the work and task completed to date.
- B. Send all invoices to:
- Department of Environmental Quality  
Attn: Accounts Payable  
P. O. Box 10009  
Richmond, Virginia 23240
- C. eVA Fees:
- This contract will result in one eVA purchase order with the eVA fee based on the total value of the contract. The eVA fee will be assessed and is payable when the purchase order is issued. Any adjustments (increases or decreases) to the purchase order will result in a change order to be issued by the Contract Officer, and the eVA transaction fee will be adjusted automatically.

**XI. PRICING SCHEDULE:**

The offerors shall propose a total price for services to fulfill the requirements of this RFP.

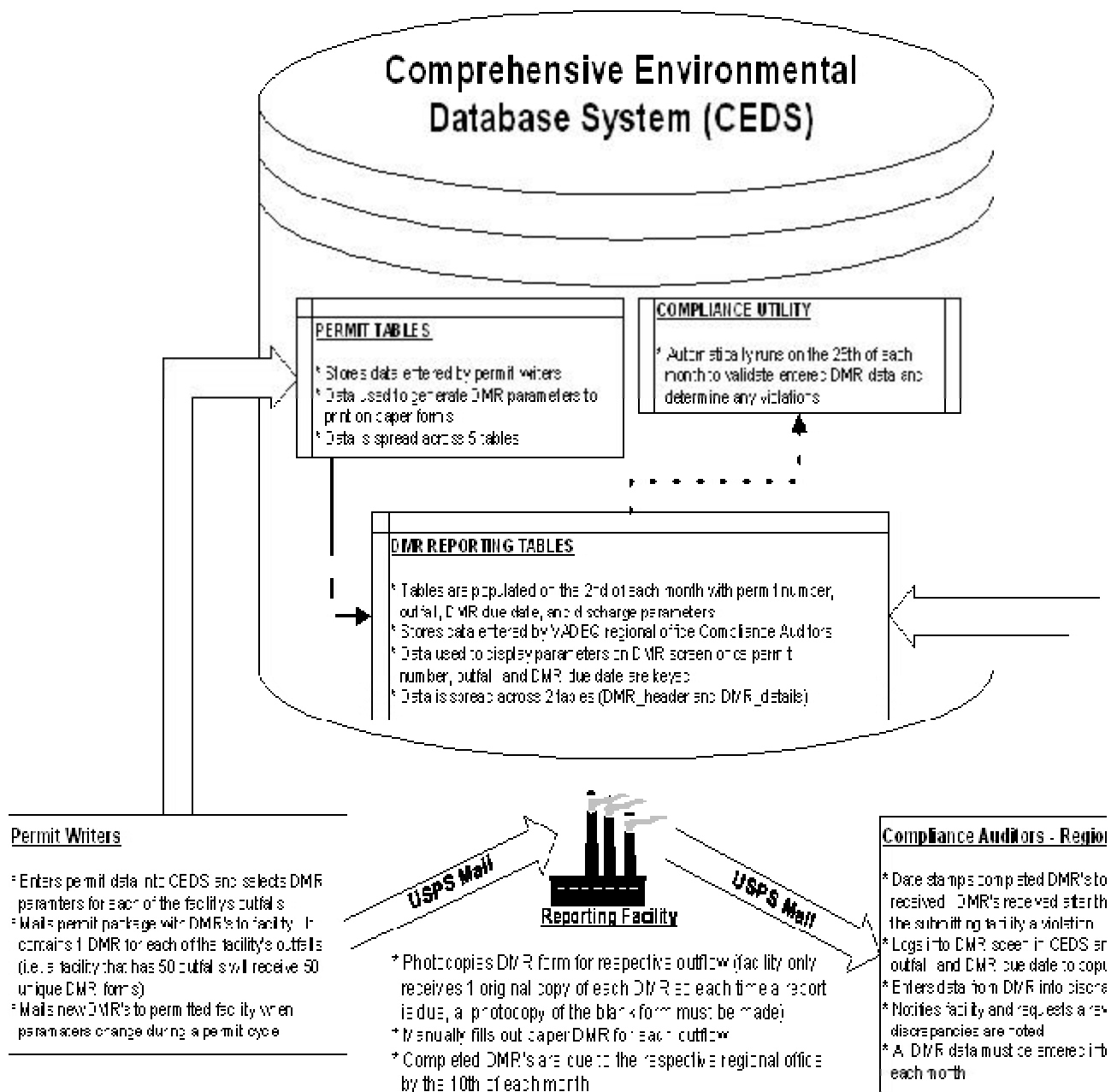
\$\_\_\_\_\_

**XII. Attachments:**

- A. VADEQ's Current DMR Process
- B. Proprietary Confidential Information Form
- C. Participation in SWAM. (Small, Women-owned and Minority Owned).
- D. Contractor's Data Sheet

**ATTACHMENT A  
VADEQ'S CURRENT DMR PROCESS**

# Virginia Department of Environmental Quality Discharge Monitoring Report Paper Process



Updated on 27 Apr 2004

## Virginia DEQ – DMR Screen in CEDS

Virginia Department of Environmental Quality - [Discharge Monitoring Report]

Action Edit Block Field Record Query CEDS P2 Integration Window Help

Active History Discharge Monitoring Report

Permit Type: VPDES Permit: VA0068586 Facility: Culpeper County Industrial Airpark STP

Outfall: 001 Print Date: Due Date: 05/10/2002 Received Date: 05/09/2002 Major Minor

Prep No: Monitoring Period Start Date: 04/01/2002 Monitoring Period End Date: 04/30/2002

☐ Letter of explanation for violation not adequate  
☐ Monitoring Period Not Entered  
☐ No signature/no date/no telephone no  
☐ Sample type or frequency not complete or incorrect  
☐ Other - Please explain

☐ DMR submitted on outdated form  
☐ Letter of explanation for violation not received  
☐ Numbers and/or decimal point illegible  
☐ Typographical or data entry error  
☐ No Discharge  
☐ Deficient DMR ( 25% or more data missing)  
☐ Incomplete DMR ( less than 25% data missing)

Comments:

Discharges

Parameter	Description	Quantity				Concentration	
		Average	Lim-Avg	Maximum	Lim-Max	Minimum	Lim-Min
001	FLOW	0.003	0.025	0.007	NL		
002	PH		*****		*****	7.1	6.0
003	BOD5	0.132	2.8	0.132	4.3		7.0
004	TSS	0.081	2.8	0.081	4.3		4.3
007	DO		*****		*****	7.4	6.0
157	CL2, TOTAL CONTACT		*****		*****	1.4	1.0

Violations CMPL Activity Enf Actions Sched Events

Permit No  
Record: 1/?

RFP# 04-09-LD

Attachment

B

PROPRIETARY – CONFIDENTIAL INFORMATION SUMMARY FORM

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

- A=** This page contains information relating to “trade secrets” and “proprietary information” including processes, operations, style of work, or apparatus, identity, confidential statistical data, amount or source of any income...of any person (or) partnership. “See Virginia Public Procurement Act, Section 2.2-4342 (D). Unauthorized disclosure such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B=** This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342 (D); 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c)(4).
- C=** This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. See Virginia Public Procurement Act, Section 2.2-4342 (D); 5 U.S.C. 552 (b)(4); 12C.F.R. 309.5 (c)(4).

**ATTACHMENT C:**

**FORMAT FOR DATA ON**  
**PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS**  
**BY**  
**SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND**  
**MINORITIES**

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

**DEFINITIONS**

**Period** is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

**Firm Name, Address and Phone Number** is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

**Contact Person** is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

**Type Goods or Services** is the specific goods or services the offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The offeror will asterisk (\*) those goods and services that are in the offeror's primary business or industry.

**% of Total Contract** is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total offeror estimated price of this contract or by a similar calculation involving work distribution. Do not enter any dollar or manhour figures on the list.



## 1. PARTICIPATION BY SMALL BUSINESSES

- A. Offeror certified that it ( ) is, ( ) is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- B. List small businesses with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

**PERIOD:** From: \_\_\_\_\_ To: \_\_\_\_\_

---

[illegible]

## **1. PARTICIPATION BY SMALL BUSINESSES** (cont'd)

- C. Describe offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

[illegible]

## 2. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Offeror certifies that it ( ) is, ( ) is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- B. List businesses owned by women with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

**PERIOD:** From: \_\_\_\_\_  
To: \_\_\_\_\_

[illegible]



### 3. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

- A. Offeror certifies that it ( ) is, ( ) is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- B. List businesses owned by minorities with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

**PERIOD:** From: \_\_\_\_\_ To:

\_\_\_\_\_

FIRM NAME, ADDRESS, AND PHONE NUMBER	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CO. EXPENDITURES FOR GOODS & SERVICES





## ATTACHMENT D

### CONTRACTOR'S DATA SHEET

1. QUALIFICATION OF BIDDER: The bidder must have the capability in all respects to fully satisfy all of the contractual requirements of this bid.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing the type of services solicited in this bid.

\_\_\_\_\_years \_\_\_\_\_months

3. REFERENCES: Bidders shall provide a list of at least four (4) references where similar services have been provided. Each reference shall include the name of the company/organization, date services were furnished, complete mailing address, and the name and telephone number of the contact person.

<u>TELEPHONE</u>	<u>COMPANY</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>CONTACT</u>	<u>PERSON</u>	<u>N</u>
						<u>U</u>
						<u>M</u>
						<u>BE</u>
						<u>R</u>
1.	_____	_____	_____	_____	_____	_____
_____						
2.	_____	_____	_____	_____	_____	_____
_____						
3.	_____	_____	_____	_____	_____	_____
_____						
4.	_____	_____	_____	_____	_____	_____
_____						



